



**IT IS ORDERED as set forth below:**

**Date: February 21, 2018**

A handwritten signature in black ink, reading "Paul W. Bonapfel".

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**Paul W. Bonapfel**  
**U.S. Bankruptcy Court Judge**

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION

In re: Dion Harlan Hughes *aka* Dion Hughes,

Debtor.

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Bank of America, N.A., its assignees and/or successors  
in interest,

Movant,

vs.

Dion Harlan Hughes *aka* Dion Hughes; and  
Mary Ida Townson, Trustee,

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Respondents.

CASE NO. 15-40550-pwb

CHAPTER 13

Honorable Paul W. Bonapfel

Property: 43 Temperence Way  
Hiram, Georgia 30141

**CONSENT ORDER ON MOTION FOR RELIEF FROM STAY**

A Motion for Relief from Stay with regard to the Property described above as 43 Temperence Way, Hiram, Georgia 30141 was scheduled for hearing on August 2, 2017 at 10:15 a.m.

The parties hereby stipulate that the motion is settled as follows:

1. The total postpetition arrearage due Movant is \$1,934.13, which consists of the October 2017 regular monthly payment, attorneys' fees and costs of \$1,031.00, less applied suspense of \$-26.85.

2. The arrearage shall be paid as follows:

☐ Debtor shall pay \$\* on or before \*

☐ Movant acknowledges receipt of \$\*.

☐ Debtor is entitled to a credit of \$\* for funds in his/her suspense account.

☒ Debtor shall resume timely post-petition payments to movant with the payment due November 1, 2017.

☒ Beginning November 15, 2017, Debtor shall pay an additional \$322.36 per month, and shall continue to pay said amount on the same day of each subsequent month through March 15, 2018, and a final payment of \$322.33 due on or before April 15, 2018, for a total of six (6) months.

☐ Movant shall be authorized to file a supplemental or amended proof of claim as appropriate, to have the sum of \$\* paid by the Trustee. This claim shall be paid in accordance with the plan. If the plan does not provide for this claim, then the claim shall be paid after all secured claims receiving a set payment are paid in full.

3. THE PARTIES AGREE TO THE FOLLOWING STRICT COMPLIANCE PROVISIONS:

☒ Should Debtor default in payment of any sums specified or in any regular monthly mortgage payments which come due to Movant for the strict compliance period specified in Paragraph 4, then upon notice of default sent by first class mail to Debtor and Debtor's attorney and failure of Debtor to cure such default within 10 days from date of receipt of such notice, Movant may file a motion and Affidavit of default, with service upon Debtor and Debtor's attorney and the Trustee, and the Court may enter an order lifting the automatic stay, without further notice or hearing.

☐ There appears to be equity in the property. Therefore, should Debtor(s) default in payment of any sum specified herein, or in any regular monthly mortgage payments which come due to Movant during the strict compliance period specified in Paragraph 4, then upon notice of default sent by first class mail to Debtor(s), Debtor(s)'s attorney and the Trustee, and failure of Debtor(s) to cure such default within 10 days from the date of receipt of such notice, Movant may file a motion and affidavit of default, with service upon Debtor(s), Debtor(s)'s attorney and the Trustee. If no motion to convert case, motion to sell, response disputing the factual allegations of the motion, or response alleging some extraordinary circumstances comparable to those contemplated by Fed. R. Civ. P. 60(b), is filed within 20 days from the date of service of the motion and affidavit of default, then the Court may

enter an Order lifting the automatic stay, without further notice or hearing.

4. Strict compliance hereunder shall be in force:

- ☐ While the arrearage remains uncured.
- ☐ For a period of \* months from the date of entry of an Order incorporating this Stipulation.
- ☒ While this case remains pending.

5. In the event relief from stay is granted: 1) any surplus funds realized from foreclosure otherwise payable to the Debtor shall be paid to the Trustee for the benefit of the Estate; and 2) the Trustee shall cease funding the balance of Movant's pre-petition arrearage claim and Movant's amended or supplemental claims, if any.

6. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this order, shall be subject to the default provisions contained herein

- 7. ☐ The parties stipulate that the co-debtor(s) did not appear.
- ☒ The Motion does not seek relief from the co-debtor stay.
- ☐ The co-debtor stay shall remain in effect.

The parties having consented to the terms contained herein as evidenced by their electronic signatures affixed hereon, for cause shown in the Motion before the Court, it is SO ORDERED.

[END OF DOCUMENT]

Presented by:

s/ Betty A. Nappier  
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Consented to:

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**By Betty Nappier**  
**with express permission**

NO OPPOSITION/REVIEWED BY:

s/ Brandi Kirkland  
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**By Betty Nappier**  
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**DISTRIBUTION LIST**

Notice of the foregoing Consent Order on Motion for Relief from Stay shall be forwarded to the following parties in interest:

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